



## NOTICE OF SOLICITATION

**SERIAL 03044-S**

**INVITATION FOR BIDS FOR:      MITIGATION SERVICE SPECIALIST (S) – OCC (NIGP 91672)**

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JUNE 10, 2003** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 03044-S MITIGATION SERVICE SPECIALIST(S) – OCC (NIGP 91672)”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT  
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS  
MANAGEMENT CENTER

**INQUIRIES:**

STAN FISHER  
PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3274

**NOTE:** MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

# **TABLE OF CONTENTS**

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

## **SECTION:**

- 1.0 INTENT
- 2.0 TECHNICAL SPECIFICATIONS/QUALIFICATIONS/RESPONSIBILITIES
- 3.0 SPECIAL TERMS & CONDITIONS
- 4.0 CONTRACT TERMS & CONDITIONS
- 5.0 ADMINISTRATIVE INFORMATION

## **ATTACHMENTS:**

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT PAGE

ATTACHMENT C – REFERENCES

ATTACHMENT D – CONTRACTOR INFORMATION

**NO RESPONSE**

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

**MARK OUTSIDE ENVELOPE "SERIAL 03044 -S"**

Responses must be received **BY 2:00 P.M., JUNE 10, 2003**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **03044-S**

TITLE: **MITIGATION SERVICE SPECIALIST(S) – OCC (NIGP 91672)**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

\_\_\_\_\_ Insufficient time  
\_\_\_\_\_ Do not handle product/service  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR BID**

#### **M/WSBE CONTRACT PARTICIPATION**

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

**Attachments E, F, and G provide detailed information and forms to be submitted as part of your bid. If no goal has been set the attachments will be withheld.**

SPECIFICATIONS ON INVITATION FOR BID FOR: **MITIGATION SERVICES SPECIALIST(S) – OCC**  
(NIGP 91672)

1.0 **INTENT**

The intent of this contract is to provide mitigation specialists for the Maricopa County Office of Contract Counsel for defendants in certain criminal proceedings. *MARICOPA COUNTY HAS PRE-DETERMINED By signing and submitting a response to this solicitation the contractor is accepting this pre-determined payment amount as its full fee. Initial award period shall be for a period of two (2) years, after award. Multiple awards may be made to meet the County's requirements.*

2.0 **QUALIFICATIONS/RESPONSIBILITIES**

2.1 *To qualify for a mitigation specialist contract with Maricopa County, contractor shall fully meet the qualifications of Rule 15.9, of the Rules of Criminal Procedure. Rule 15.9 defines mitigation specialist as, "a person qualified by knowledge, skill, experience, or other training as a mental health or sociology professional, to investigate, evaluate and present psycho-social and other mitigation evidence"*

2.2 *To qualify for a mitigation specialist contract with Maricopa County, contractor shall possess minimally, two (2) of the four (4) qualifications listed below:*

- 15 Years experience, preferably as a mitigation specialist, or 15 years experience in mental health services, social services or adult probation services.
- Bachelor's degree (or higher degree) in social services, psychology, social work, education, counseling, or criminal justice dealing exclusively with mitigation services such as mitigation investigation, evaluation or presentation.
- Bilingual, speaks fluently and understands a second language, preferably Spanish. (For reasons of clarification, in this solicitation, English is considered the first language).
- 10 hours of continued education within the last year (seminars and/or conferences), related to the qualifications/duties of this solicitation, defined herein.

2.3 **A certificate or letter shall be provided with any application (bid), which confirms or attests an applicants qualifications, as defined above. Failure to provide the required documentation, may cause any give response (bid), to be declared non-responsive and not eligible for award consideration.**

3.0 **SPECIAL TERMS & CONDITIONS**

3.1 **CONTRACTOR COMPLIANCE**

Contractor shall comply with all mandatory requirements of the Arizona State Department of Public Safety under A.R.S. Title 32 and Title 13, Chapter 2 of the Rules of Arizona Administrative Code, Rules 13-2-01 to 13-2-12. ***Proof of compliance shall be included with and made a part of the contract application (bid).***

3.2 **DAMAGES TO COUNTY PROPERTY**

The contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the contractor, any its employees of the contractor or any approved subcontractors.

**3.3 ASSIGNMENT OF CASES**

Contractor will be assigned to cases pursuant to this Contract as selected by the Superior Court. Contract does not guarantee any minimum assignment of cases or any minimum compensation.

The Contractor may be assigned to assist an individual who is representing himself or herself before the court if the court has determined that an investigator should be appointed. In such a case, the Contractor will be directed by the self-represented client and not by an attorney. Contractor is nonetheless responsible for complying with all statutes and Court rules in such representation.

Contractor may designate 10 days during the course of the contract during which no appointments will be accepted, except that the last 10 days of the contract term may not be so designated. In order to provide for the orderly scheduling of cases, Contractor must, in writing, notify OCC 14 days prior to invoking this provision.

In the event contractor becomes unable to complete an assignment and is allowed to withdraw; contractor immediately shall report the circumstances to OCC so that OCC may appoint a replacement contractor. OCC may require contractor to return any unearned payment for the representation.

In the event a Court removes contractor from representation for any failure of performance relating to the representation, contract or shall reimburse the County for any payment made to contractor relating to the representation and provide a written explanation of the failure of performance.

**3.4 ACCEPT ASSIGNMENTS**

Contract will accept all assignments made by the Superior Court unless contractor is not ethically permitted to accept the representation.

**3.5 CONTINUING REPRESENTATION**

Contractor has a continuing duty to represent clients until the court has terminated the representation. The County will not compensate contractor for services rendered after termination or expiration of the contract except as approved by OCC.

**3.6 CONTRACTOR WITHDRAWAL FROM CASE**

Contractor agrees to work on all assignments except where ethically prohibited from doing so.

**3.7 TERMINATION OF ASSIGNMENT**

Contractor's duties with regard to an assignment under this contract continue until the authorized hours are expended or the case assigned is completed at the trial court level.

**3.8 RECORDS AND REPORTS**

Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will report on a timely basis data and statistics to the Contract Administrator in the manner prescribed by OCC. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the Maricopa County, all records and accounts relating to the work performed or the services provided under the contract, except any document that is privileged information in accordance with all applicable laws, rules and regulations.

**3.9 COMPLIANCE WITH LAW**

Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, any of its departments and agencies.

**3.10 GOVERNING LAWS**

The contract will be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the contract shall be litigated exclusively in the Maricopa County Superior Court of the State of Arizona.

**3.11 SECURITY AND PRIVACY**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such court order, pertaining to the production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**3.12 CONTRACT LENGTH**

The contract begins on July 1, 2003 (the "Commencement Date") and expires on June 30, 2005, unless extended, amended or terminated consistent with the provisions of the contract. The contract amount consists of \$40.00/hour with the number of hours determined on a case by case basis.

**3.13 RIGHT TO EXTEND**

The County may, at its option and with the approval of the contractor, extend the term of the contract up to a maximum of 4 additional one-year periods. Contractor shall be notified in writing by OCC of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award any or all contracts.

**3.14 DEFAULT, SUSPENSION AND TERMINATION**

Contract Administrator may suspend, modify or terminate the contract upon contractor's failure to perform, or upon the occurrence of an event that may cause or result in contractor's failure to perform any requirement of the contract. Failure of performance shall include failure by contractor to fulfill the reporting requirements of the contract.

The County may terminate the contract as follows:

- No Cause: Upon thirty days written notice to contractor.
- For Cause: Immediately upon written notice to contractor.

Contractor may terminate this contract upon 30 days written notice to the Contract Administrator.

If the contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency, the County may terminate this contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this contract, then the County may terminate this contract without further cause. Prior to termination of this contract, the County shall

give the contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.15 RIGHTS IN DATA**

The County shall have the use of data and reports resulting from the contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the contract. The data and reports or compilations of data are public records under Arizona law.

**3.16 AMENDMENTS**

All amendments to the Contract must be in writing and signed by both Parties, and approved by the Maricopa County Board of Supervisors. In the event Contractor becomes temporarily unable to perform the Contract, the Contract Administrator and Contractor shall make reasonable efforts to temporarily suspend payment under the Contract.

**3.17 STRICT COMPLIANCE**

Acceptance by OCC of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

**3.18 AUDIT DISALLOWANCES**

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in contractor's books, records and other documents. In the event the County disallows any payment of request for payment pursuant to this section, OCC shall notify contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from contractor any sums due through an action at law as a setoff to future payments, or as a counterclaim.

**3.19 DISPUTES**

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the Maricopa County Procurement Code, Section MC1-906.

**3.20 NOTICE**

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- i. personal delivery;
- ii. one (1) business day from the actual receipt of a transmission by telecopier; or
- iii. three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage-prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

**3.21 SUBSTITUTE PERFORMANCE**

This is a personal services contract between contractor and the County. Contractor may substitute performance only with the written consent of the Contract Administrator and only under exceptional circumstances as determined by the Contract Administrator in advance of any substitute performance. Contractor shall provide substitute performance in the event Contractor is ill, on approved vacation, or otherwise unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract. Violation of this provision by subcontracting work to other persons is prohibited and grounds for immediate termination of this contract.



3.22 COOPERATION

Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC contractors, subcontractors and staff, and carefully plan and perform work accordingly. Contractor shall not commit or

3.23 INQUIRIES & NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN; CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274

Technical telephone inquiries shall be addressed to:

MARK KENNEDY, CONTRACT ADMINISTRATOR, OCC, 602-506-1140

Inquiries may be submitted by telephone, but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS & CONDITIONS**

4.1 INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, and subject to all of the conditions set forth in the contract, the County shall defend, indemnify and hold harmless contractor from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this contract. County's duty to defend, indemnify and hold harmless the contract, shall arise in connection with any claim, damage loss or expense caused by any acts, errors, omissions or mistakes in the performance of this contract including any person for whose acts, errors, omissions or mistakes, the contractor may be legally liable.

The liability insurance, including coverage limits and exclusions, provided hereunder, shall be provided by Maricopa County or through the Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Trust Fund (the "Trust Agreement") as amended. Contractors right to defense and indemnification are limited by the terms and conditions of the Trust Agreement and any applicable policy of insurance. Coverage and indemnification for punitive damages are specifically excluded.

The County, through the County Attorney's Office, shall provide contractor with defense and legal representation in any covered matter; however, nothing contained in this section shall prohibit contractor from retaining counsel, at its own expense, for advice or representation.

The County, its Risk Management Department and its Self Insurance Trust may defend or settle any claim for which the County is providing coverage, or suite for monetary damages involving contractor, and except where such settlement would require a payment of money by contractor, its consent to settlement is not required. However, the County will make reasonable efforts to consult and coordinate with the contractor prior to making and/or implementing any settlement decision involving monetary damages. Settlements involving injunctive or other equitable relief or

5.3 TERMS AND PAYMENT

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: description of services and expenditures, time expended per service, unit prices and extended totals. When reimbursement is sought for any expenditure, a copy of the Contract Administrator's approval shall be attached.

5.4 REQUESTS FOR COURT AUTHORIZATION

Any request made of any court for any order directing any action by OCC or Maricopa County including, but not limited to, the payment of funds to contractor must be served upon the Contract Administrator in compliance with the Rules of Criminal and Civil Procedure regarding notice of motions.

5.5 CLAIMS FOR PAYMENT

Contractor must submit an original *Invoice in Support of Request for Warrant* on the form prescribed by the County for payments. Invoices submitted more than six (6) months after the conclusion of the appointment must be submitted to County Attorney's Office, Division of County Counsel, as a claim against Maricopa County.

If OCC disallows a portion of any claim, the claim shall be processed for the reduced amount. If the contractor protests the amount or the reason for disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

5.6 WAIVER OF CLAIMS

Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.

Contractor's obligations under this section shall survive the termination or expiration of the Contract.

Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract.

This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

5.7 TAXES AND BENEFITS

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal, Medicare, social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

5.8 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this Invitation For Bids and the selected firm's response are to be incorporated into the Contract.

5.9 INCURRING COSTS:

Maricopa County is not responsible for any cost incurred in preparing this bid, including the acquisition of supplies and personnel.

5.10 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405.

5.11 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

5.11.1 Full and complete compliance with specifications, which includes all necessary documents requested.

5.11.2 Acceptance of pre-determined hourly fee/compensation.

5.11.3 Determination of responsibility.

5.12 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the services bid, shall be the sole responsibility of the County and will be based on information furnished by the Contractor or identified in his bid, as well as other information reasonably available to the County. The Board reserves the right to waive any informalities in the bid, or to reject all bids.

5.13 AWARD:

The County reserves the right to award in whole or in part, by item or group of items, by section or geographical area, or make multiple awards, where such action serves the County's best interest.

5.14 REGISTRATION:

Contractors are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause your bid to be declared non-responsive. Registration forms are available from the Department of Materials Management, 320 W. Lincoln St., Phoenix, AZ 85003, on the Maricopa County Web Site at [www.maricopa.gov](http://www.maricopa.gov), or by calling (602) 506-3244.

5.15 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Bidders are to provide (three 3 copies total) one (1) original "hard copy" (labeled) and two (2) additional hard copies identified as a "copy(s)". Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.**

5.16 REFERENCES:

Contractors must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.**

ATTACHMENT A

PRICING

SERIAL 03044-S

PRICING SHEET P080106/P080404/P080405/B0700045 NIGP 91672

BIDDER NAME: \_\_\_\_\_  
F.I.D./VENDOR #: \_\_\_\_\_  
BIDDER ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
BIDDER PHONE #: \_\_\_\_\_  
BIDDER FAX #: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

**PAYMENT TERMS: BIDDER IS REQUIRED TO CHOOSE ONE OF THE FOLLOWING.  
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.  
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.  
BIDDER MUST INITIAL THE SELECTION BELOW.**

NET 10 \_\_\_\_\_  
NET 15 \_\_\_\_\_  
NET 20 \_\_\_\_\_  
NET 30 \_\_\_\_\_  
NET 45 \_\_\_\_\_  
NET 60 \_\_\_\_\_  
NET 90 \_\_\_\_\_  
2% 10 DAYS NET 30 \_\_\_\_\_  
1% 10 DAYS NET 30 \_\_\_\_\_  
2% 30 DAYS NET 31 \_\_\_\_\_  
1% 30 DAYS NET 31 \_\_\_\_\_  
5% 30 DAYS NET 31 \_\_\_\_\_

**PRICING:**

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
MITIGATION SERVICE SPECIALIST(S)	<u>\$40.00/HOUR</u>

**Vendor signature indicates agreement with the pre-determined hourly rate referenced above.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT B

**AGREEMENT**

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

---

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)  
 \_\_\_\_\_ Women-Owned Business Enterprise (WBE)  
 \_\_\_\_\_ Minority Business Enterprise (MBE)  
 \_\_\_\_\_ Small Business Enterprise (SBE)

---

\_\_\_\_\_  
 FIRM SUBMITTING BID

\_\_\_\_\_  
 FEDERAL TAX ID NUMBER

\_\_\_\_\_  
 PRINTED NAME AND TITLE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 TELEPHONE

\_\_\_\_\_  
 FAX #

\_\_\_\_\_  
 CITY STATE ZIP

\_\_\_\_\_  
 DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
 DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
 DATE

BY: \_\_\_\_\_  
 CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
 DATE

ATTESTED:

\_\_\_\_\_  
 CLERK OF THE BOARD

\_\_\_\_\_  
 DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
 MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
 DATE

ATTACHMENT C

**CONTRACTOR REFERENCES**

**FIRM SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: \_\_\_\_\_

DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ MARICOPA COUNTY VENDOR NUMBER: \_\_\_\_\_

**OWNERSHIP STATUS:** INDIVIDUAL/ SOLE PROPRIETOR: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ OTHER: \_\_\_\_\_

**CORPORATE ADDRESS:** \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

**ADDITIONAL ADDRESS FOR:** \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_

\_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

**ADDITIONAL ADDRESS FOR:** \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_

\_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

**ADDITIONAL ADDRESS FOR:** \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_

\_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

\_\_\_\_\_  
PRINTED OR TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**ATTACHMENT D (CONTINUE NEXT PAGE)**



Form W-9.doc

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).  
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
		+						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

